

NOW THEREFORE, IN CONSIDERATION FOR THE FOREGOING RECITALS AND THE FOLLOWING TERMS, PROVISIONS, COVENANTS AND WARRANTIES, THE PARTIES AGREE:

1. SELLER AGREES TO SELL TO BUYER F.O.B. SELLER'S FACILITIES, THROUGH COOP AS BROKER, \_\_\_\_\_ QUALIFYING WEANER PIGS PER YEAR (PLUS OR MINUS 10%), OF THE QUALITY, AND WITH THE WARRANTIES, AND FOR THE TERM AS DEFINED HEREIN. SELLER FURTHER AGREES TO PURCHASE FEED OR FEED INGREDIENTS FROM COOP AS SET FORTH HEREINAFTER.

2. BUYER AGREES TO BUY FROM SELLER, THROUGH COOP AS BROKER, A MINIMUM OF \_\_\_\_\_ QUALIFYING WEANER PIGS EVERY \_\_\_\_\_ DURING THE TERM OF THIS AGREEMENT, AND AGREES TO PAY THE PIG PRICE AND BROKERAGE FEE ACCORDING TO THE TERMS HEREOF. BUYER FURTHER AGREES TO PURCHASE FEED OR FEED INGREDIENTS FROM COOP FOR SAID PIGS AS PROVIDED HEREINAFTER.

3. COOP AGREES TO BROKER THE SALE AND PURCHASE OF WEANER PIGS FROM SELLER TO BUYER, AND IN CONSIDERATION FOR THE RIGHT TO BROKER WEANER PIGS PRODUCED BY SELLER, AND PAYMENT OF THE BROKERAGE FEE BY BUYER, COOP AGREES TO GRANT TO SELLER AND BUYER A LIMITED GUARANTY OF THE PURCHASE OF QUALIFYING WEANER PIGS BY BUYER FROM SELLER, AND DELIVERY OF QUALIFYING WEANER PIGS BY SELLER TO BUYER, ALL AS SPECIFICALLY PROVIDED HEREIN.

4. IN CONSIDERATION FOR THE SERVICES PERFORMED BY BROKER TO SELLER AND BUYER, SELLER AGREES TO DEPOSIT WITH BROKER A DELIVERY SECURITY FEE IN THE SUM OF \$\_\_\_\_\_, AND BUYER AGREES TO DEPOSIT WITH BROKER A PIGS RIGHTS FEE IN THE SUM OF \$\_\_\_\_\_ WHICH SECURITY DEPOSITS RETAINED DURING THE TERM OF THIS AGREEMENT BY COOP AS SPECIFICALLY PROVIDED HEREIN.

5. THIS WEANER PIG AGREEMENT INCLUDES ALL OF THE TERMS, PROVISIONS, GUARANTIES, COVENANTS AND WARRANTIES AND DISCLAIMERS OF WARRANTIES, INCLUDED IN APPENDIX "A", "B" AND "C". ANY CONTRADICTIONS BETWEEN THE ABOVE STATED TERMS AND PROVISIONS AND THE TERMS AND PROVISIONS INCLUDED IN APPENDIX "A", "B", AND "C", SHALL BE RESOLVED IN FAVOR OF THE TERMS AND PROVISIONS IN THE APPENDIXES. EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES AT THE TIME OF SIGNING THIS AGREEMENT THAT THEY HAVE READ AND UNDERSTAND ALL OF THE TERMS AND PROVISIONS CONTAINED IN THE APPENDIXES.

THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES HERETO, AND UPON THEIR SUCCESSORS, ASSIGNS, HEIRS, DEVISEES, AND PERSONAL REPRESENTATIVES.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT EFFECTIVE ON AND AFTER THE DAY EACH PARTY HAS EXECUTED THIS AGREEMENT.